

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA**

Fill in this information to identify your case:

Debtor 1	Evadne	M	Ford
	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
Debtor 2 (Spouse, if filing)			
	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
Case Number (If known)	18-10033		

☐ Check if this is an amended plan.

**CHAPTER 13 PLAN AND MOTION**

[Pursuant to Fed. R. Bankr. P. 3015.1, the Southern District of Georgia General Order 2017-3 adopts this form in lieu of the Official Form 113].

**1. Notices.** Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as not being contained in the plan or if neither or both boxes are checked, the provision will be ineffective if set out in the plan.

- (a) This plan: ☒ contains nonstandard provisions. See paragraph 15 below.  
☐ does not contain nonstandard provisions.
- (b) This plan: ☒ values the claim(s) that secures collateral. See paragraph 4(f) below.  
☐ does not value claim(s) that secures collateral.
- (c) This plan: ☒ seeks to avoid a lien or security interest. See paragraph 8 below.  
☐ does not seek to avoid a lien or security interest.

**2. Plan Payments.**

- (a) The Debtor(s) shall pay to the Chapter 13 Trustee (the "Trustee") the sum of **\$425.00 per month** for the applicable commitment period of:

☐ 60 months; or

☒ a minimum of 36 months. See 11 U.S.C. § 1325(b)(4).

(If applicable include the following: These plan payments will change to \$\_\_\_\_\_ monthly on \_\_\_\_\_, 20\_\_\_\_.)

- (b) The payments under paragraph 2(a) shall be paid:

☒ Pursuant to a Notice to Commence Wage Withholding, the Debtor(s) request(s) that the Trustee serve such Notice(s) upon the Debtor's(s') employer(s) as soon as practicable after the filing of this plan. Such Notice(s) shall direct the Debtor's(s') employer(s) to withhold and remit to the Trustee a dollar amount that corresponds to the following percentages of the monthly plan payment:

☒ Debtor 1 100 % ☐ Debtor 2 \_\_\_\_\_ %

☐ Direct to the Trustee for the following reason(s):

☐ The Debtor(s) receive(s) income solely from self-employment, Social Security, government assistance, or retirement.

☐ The Debtor(s) assert(s) that wage withholding is not feasible for the following reason(s):

(c) Additional Payments of \$\_\_\_\_\_ (estimated amount) will be made on \_\_\_\_\_ (anticipated date)

from \_\_\_\_\_ (source, including income tax refunds).

### 3. Long-Term Debt Payments.

- (a) **Maintenance of Current Installment Payments.** The Debtor(s) will make monthly payments in the manner specified as follows on the following long-term debts pursuant to 11 U.S.C. § 1322(b)(5). These postpetition payments will be disbursed by either the Trustee or directly by the Debtor(s), as specified below. Postpetition payments are to be applied to postpetition amounts owed for principal, interest, authorized postpetition late charges and escrow, if applicable. Conduit payments that are to be made by the Trustee which become due after the filing of the petition but before the month of the first payment designated here will be added to the prepetition arrearage claim.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>PAYMENTS TO BE MADE BY (TRUSTEE OR DEBTOR(S))</u>	<u>MONTH OF FIRST POSTPETITION PAYMENT TO CREDITOR</u>	<u>INITIAL MONTHLY PAYMENT</u>
Citifinancial	Real estate	Y	Debtor	January 2018	Contract rate

- (b) **Cure of Arrearage on Long-Term Debt.** Pursuant to 11 U.S.C. § 1322(b)(5), prepetition arrearage claims will be paid in full through disbursements by the Trustee, with interest (if any) at the rate stated below. Prepetition arrearage payments are to be applied to prepetition amounts owed as evidenced by the allowed claim.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>PRINCIPAL RESIDENCE (Y/N)</u>	<u>ESTIMATED AMOUNT OF ARREARAGE</u>	<u>INTEREST RATE ON ARREARAGE (if applicable)</u>
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### 4. Treatment of Claims. From the payments received, the Trustee shall make disbursements as follows unless designated otherwise:

- (a) **Trustee's Fees.** The Trustee percentage fee as set by the United States Trustee.
- (b) **Attorney's Fees.** Attorney's fees allowed pursuant to 11 U.S.C. § 507(a)(2) of \$4,500.00.
- (c) **Priority Claims.** Other 11 U.S.C. § 507 claims, unless provided for otherwise in the plan will be paid in full over the life of the plan as funds become available in the order specified by law.
- (d) **Fully Secured Allowed Claims.** All allowed claims that are fully secured shall be paid through the plan as set forth below.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
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- (e) **Secured Claims Excluded from 11 U.S.C. § 506** (those claims subject to the hanging paragraph of 11 U.S.C. § 1325(a)). The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a



purchase money security interest in a motor vehicle acquired for the personal use of the Debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below:

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>ESTIMATED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
Sortis Financial (fka ClearSprings)	Real estate	8,996.37	5%	180.00
Buchanan Auto Sales	vehicle	4,000.00	5%	80.00
RC Tax Comm	Real estate	1,862.00	5%	40.00

- (f) **Valuation of Secured Claims to Which 11 U.S.C. § 506 is Applicable.** The Debtor(s) move(s) to value the claims partially secured by collateral pursuant to 11 U.S.C. § 506 and provide payment in satisfaction of those claims as set forth below. The unsecured portion of any bifurcated claims set forth below will be paid pursuant to paragraph 4(h) below. The plan shall be served on all affected creditors in compliance with Fed. R. Bankr. P. 3012(b), and the Debtor(s) shall attach a certificate of service.

<u>CREDITOR</u>	<u>DESCRIPTION OF COLLATERAL</u>	<u>VALUATION OF SECURED CLAIM</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>
WS Badcock	Personal property	1.00	3%	1.00

- (g) **Special Treatment of Unsecured Claims.** The following unsecured allowed claims are classified to be paid at 100% ☐ with interest at \_\_\_\_\_ % per annum or ☐ without interest:

- (h) **General Unsecured Claims.** Allowed general unsecured claims, including the unsecured portion of any bifurcated claims provided for in paragraph 4(f) or paragraph 9 of this plan, will be paid a 0.00 % dividend or a pro rata share of \$ \_\_\_\_\_, whichever is greater.

## 5. Executory Contracts.

- (a) **Maintenance of Current Installment Payments or Rejection of Executory Contract(s) and/or Unexpired Lease(s).**

<u>CREDITOR</u>	<u>DESCRIPTION OF PROPERTY/SERVICES AND CONTRACT</u>	<u>ASSUMED/ REJECTED</u>	<u>MONTHLY PAYMENT</u>	<u>DISBURSED BY TRUSTEE OR DEBTOR(S)</u>
Music & Arts	Rental agreement for flute	assume	Contract rate	Debtor

- (b) **Treatment of Arrearages.** Prepetition arrearage claims will be paid in full through disbursements by the Trustee.

<u>CREDITOR</u>	<u>ESTIMATED ARREARAGE</u>
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6. **Adequate Protection Payments.** The Debtor(s) will make pre-confirmation lease and adequate protection payments pursuant to 11 U.S.C. § 1326(a)(1) on allowed claims of the following creditors: ☐ Direct to the Creditor; or ☐ To the Trustee.

CREDITORADEQUATE PROTECTION OR LEASE PAYMENT AMOUNT

7. **Domestic Support Obligations.** The Debtor(s) will pay all postpetition domestic support obligations direct to the holder of such claim identified here. See 11 U.S.C. § 101(14A). The Trustee will provide the statutory notice of 11 U.S.C. § 1302(d) to the following claimant(s):

CLAIMANTADDRESS

8. **Lien Avoidance.** Pursuant to 11 U.S.C. § 522(f), the Debtor(s) move(s) to avoid the lien(s) or security interest(s) of the following creditor(s), upon confirmation but subject to 11 U.S.C. § 349, with respect to the property described below. The plan shall be served on all affected creditor(s) in compliance with Fed. R. Bankr. P. 4003(d), and the Debtor(s) shall attach a certificate of service.

CREDITORLIEN IDENTIFICATION (if known)PROPERTY

World Finance

Personal property/vehicle

Pioneer Credit

Personal property/vehicle

Colonial Finance

Personal property/vehicle

Money Tree

Personal property/vehicle

Southern Finance

Personal property/vehicle

9. **Surrender of Collateral.** The following collateral is surrendered to the creditor to satisfy the secured claim to the extent shown below upon confirmation of the plan. The Debtor(s) request(s) that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed deficiency balance resulting from a creditor's disposition of the collateral will be treated as an unsecured claim in paragraph 4(h) of this plan if the creditor amends its previously-filed, timely claim within 180 days from entry of the order confirming this plan or by such additional time as the creditor may be granted upon motion filed within that 180-day period.

CREDITORDESCRIPTION OF COLLATERALAMOUNT OF CLAIM SATISFIED

Titlemax

Repos vehicles

Full satisfaction of all debt &amp; claims

Capital One Auto/GMC

Repos vehicle

Full satisfaction of all debt &amp; claims

Wells Fargo DS

Repos vehicle

Full satisfaction of all debt &amp; claims

10. **Retention of Liens.** Holders of allowed secured claims shall retain the liens securing said claims to the full extent provided by 11 U.S.C § 1325(a)(5).
11. **Amounts of Claims and Claim Objections.** The amount, and secured or unsecured status, of claims disclosed in this plan are based upon the best estimate and belief of the Debtor(s). An allowed proof of claim will supersede those estimated claims. In accordance with the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, objections to claims may be filed before or after confirmation.
12. **Payment Increases.** The Debtor(s) will increase payments in the amount necessary to fund allowed claims as this plan proposes, after notice from the Trustee and a hearing if necessary, unless a plan modification is approved.
13. **Federal Rule of Bankruptcy Procedure 3002.1.** The Trustee shall not pay any fees, expenses, or charges disclosed by a creditor pursuant to Fed. R. Bankr. P. 3002.1(c) unless the Debtor's(s') plan is modified after the filing of the notice to provide for payment of such fees, expenses, or charges.
14. **Service of Plan.** Pursuant to Fed. R. Bankr. P. 3015(d) and General Order 2017-3, the Debtor(s) shall serve the Chapter 13 plan on the Trustee and all creditors when the plan is filed with the court, and file a certificate of service accordingly. If the Debtor(s) seek(s) to limit the amount of a secured claim based on valuation of collateral (paragraph 4(f) above), seek(s) to avoid a security interest or lien (paragraph 8 above), or seek(s) to initiate a contested matter, the Debtor(s) must serve the plan on the affected creditors pursuant to Fed. R. Bankr. P. 7004. See Fed. R. Bankr. P. 3012(b), 4003(d), and 9014.
15. **Nonstandard Provisions.** Under Fed. R. Bankr. P. 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise in this local plan form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

**Debtor anticipates that all GILA lenders charged a non filing insurance, insurance in lieu of perfection.**

**By signing below, I certify the foregoing plan contains no nonstandard provisions other than those set out in paragraph 15.**

Dated: 1/8/2018

\_\_\_\_\_  
s/Evadne M Ford

*Debtor 1*

\_\_\_\_\_  
*Debtor 2*

\_\_\_\_\_  
s/Angela McElroy-Magruder

*Attorney for the Debtor(s)*

*GA Bar No 113625*



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
AUGUSTA DIVISION**

**IN RE:** )  
**Evadne M Ford** ) **CHAPTER 13 CASE NO: 18-10033-SDB**  
 )  
**DEBTOR (S)** )

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the within and foregoing Chapter 13 Plan and Motion by placing same in the United States mail with proper postage affixed thereon to insure delivery, addressed as follows:

**SEE ATTACHED MATRIX**

I hereby certify that the following insured depository institutions were served by Certified Mail addressed to the officer of the institution:

NA

In hereby certify that the following parties and counsel were served electronically through the Notice of Electronic Filing (NEF) at the following address:

Huon Le  
[notices@chp13aug.org](mailto:notices@chp13aug.org)

Office of the U.S. Trustee  
[Ustpreion21.sv.ecf@usdoj.gov](mailto:Ustpreion21.sv.ecf@usdoj.gov)

This 9th` day of January, 2018.

S/ Angela McElroy-Magruder  
Angela McElroy-Magruder  
Georgia Bar # 113625  
Attorney for Debtor

Angela McElroy-Magruder  
Claeys, McElroy-Magruder & Kitchens  
512 Telfair Street  
Augusta, Georgia 30901  
(706) 724-6000

Label Matrix for Local Noticing  
113J-1  
Case 18-10033-SDB  
Southern District of Georgia  
Augusta  
Tue Jan 9 16:30:07 EST 2018

Asset Acceptance  
PO Box 2036  
Warren, Michigan 48090-2036

Buchanan Auto Sales  
105 Edgefield Road  
N Augusta, SC 29841-2423

Charming Shoppes  
PO Box 856044  
Louisville, KY 40285-6044

Colonial Finance  
Attn: Servicing Agent/Officer  
1151 Broad Street  
Augusta, Ga 30901-1183

Doctors Hospital  
c/o Resurgent Capital Services  
PO Box 1927  
Greenville, SC 29602-1927

Evadne M Ford  
120 E Watkins Street  
Augusta, GA 30901-1748

GMAC  
c/o McCullough Payne & Haan  
171 17th Street NW, Ste 975  
Atlanta, GA 30363-1032

Huon Le  
P.O. Box 2127  
Augusta, GA 30903-2127

Midnight Velvet  
1112 7th Avenue  
Monroe, Wisconsin 53566-1364

AD Health  
PO Box 2306  
Augusta, Georgia 30903-2306

Augusta Physicians Group  
PO Box 660827  
Dallas, Texas 75266-0827

Capio Partners  
2222 Texoma Pkwy  
Ste 150  
Sherman, Texas 75090-2481

Check Advance  
1694 Knox Avenue  
N Augusta, SC 29841-4020

Direct Charge  
PO Box 740933  
Dallas, TX 75374-0933

Durham & Durham  
5665 New Northside Drive  
Ste 510  
Atlanta, Georgia 30328-4649

GA Bank & Trust  
PO Box 15367  
Augusta, GA 30919-5367

Ginnys  
PO Box 740933  
Dallas, TX 75374-0933

Angela McElroy-Magruder  
Claeys, McElroy-Magruder & Kitchens  
512 Telfair Street  
Augusta, GA 30901-2310

Music & Arts  
4626 Wedgewood Blvd  
Frederick, MD 21703-7159

Atmi Inc  
PO Box 3097  
Bloomington, Illinois 61702-3097

Brown & Radiology  
PO Box 3845  
Augusta, Georgia 30914-3845

Capital One Auto Finance  
3905 Dallas Pkwy  
Dallas, TX 75093-7892

Citifinancial  
PO Box 70918  
Charlotte, NC 28272-0918

Doctors Hospital  
PO Box 740766  
Cincinnati, Ohio 45274-0766

Eay Bay Funding  
c/o Resurgent Capital Services  
PO Box 288  
Greenville, SC 29602-0288

GA Regents Med Assoc  
PO Box 96153  
Oklahoma City, OK 73143-6153

GrandPointe  
PO Box 740933  
Dallas, TX 75374-0933

Medical Data Systems  
645 Walnut Street  
Ste 5  
Gadsden, Alabama 35901-4173

Music & Arts  
4626 Wedgewood Blvd  
Frederick, MD 21703-7159

Nationwide Recovery  
PO Box 8005  
Cleveland, Ohio 37320-8005

Office of the U. S. Trustee  
Johnson Square Business Center  
2 East Bryan Street, Ste 725  
Savannah, GA 31401-2638

Pay Day Your Way  
509-A Georgia Avenue  
N Augusta, SC 29841

Pioneer Credit  
Attn: Servicing Agent/Officer  
1235 Walton Way  
Augusta, GA 30901-2141

Quantum3 Group  
c/o Galaxy Portfolios  
PO Box 788  
Kirkland, WA 98083-0788

RJM Acquisitions  
PO Box 1160  
Syosset, NY 11791-0489

Richmond County Tax Comm  
535 Telfair Street  
Ste 100  
Augusta, Georgia 30901-2372

Seventh Avenue  
PO Box 740933  
Dallas, TX 75374-0933

Sortis Financial  
PO Box 4869  
Dept 446  
Houston, TX 77210-4869

Southern Mgmt Corp  
Attn: Servicing Agent/Officer  
PO Box 1947  
Greenville, SC 29602-1947

(p)SUNSET FINANCE CO LLC  
510 MOUNTAIN VIEW DRIVE  
SUITE 500  
SENECA SC 29672-2145  
Attn: Servicing Agent / officer

The Money Tree  
Attn: Servicing Agent/Officer  
114 S Broad Street  
Bainbridge, GA 39817-3614

(p)TMX FINANCE LLC FORMERLY TITLEMAX  
15 BULL STREET  
SUITE 200  
SAVANNAH GA 31401-2686

Titlemax  
3018 Peach Orchard Road  
Augusta, GA 30906-3506

Trinity  
PO Box 100808  
Atlanta, Georgia 30384-0808

United Consumer Finance  
865 Bassett Road  
Westlake, OH 44145-1194

University Health  
620 13th Street  
Augusta, Georgia 30901-1008

University Hospital  
PO Box 2345  
Augusta, GA 30903-2345

(p)W S BADCOCK CORPORATION  
POST OFFICE BOX 724  
MULBERRY FL 33860-0724

Wells Fargo DS  
PO Box 25341  
Santa Ana, CA 92799-5341

World Accept Corp  
Attn: Servicing Agent/Officer  
PO Box 6429  
Greenville, SC 29606-6429

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Sunset Finance  
Attn: Servicing Agent/Officer  
107 N Oak Street  
Seneca, SC 29678

Titlemax  
15 Bull Street  
#200  
Savannah, Georgia 31401

WS Badcock Corp  
Attn: Servicing Agent/Officer  
PO Box 232  
Mulberry, FL 33860

End of Label Matrix  
Mailable recipients 50  
Bypassed recipients 0  
Total 50